

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In Re: CITY OF DETROIT,  
Debtor

Chapter 9 Case No.: 13-bk-53846  
Judge Thomas J. Tucker

Adversary No.: 15-05299-tjt

CITY OF DETROIT,  
Plaintiff

v.

AGAR LAWN AND SPRINKLER SYSTEMS, INC.  
Defendant.

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**OBJECTION BY AGAR LAWN SPRINKLER SYSTEMS, INC.**  
**TO DEBTOR'S FORTY-SEVENTH OMNIBUS OBJECTION**  
**TO CERTAIN CLAIMS**

NOW COMES, the above named claimant Agar Lawn Sprinkler Systems, Inc. ("Agar") and  
for its Objection To Debtor's Forty-Seventh Omnibus Objection To Certain Claims states as follows:

1. Debtor seeks to disallow and/or expunge certain filed Proofs of Claim, including the Proof of Claim filed by Agar.
2. The basis for seeking disallowance and/or to expunge Agar's claim is that:

"The claimant overcharged the City and did not perform the represented services".
3. Agar takes great exception to the above since all of his work was approved and accepted without any claim of overcharging or that the work was not completed. Agar was simply another victim of the City's financial mess and who was not paid for work completed in good faith and on an emergency basis.
4. The work completed by Agar in part, was completed after the City's bankruptcy and on an emergency basis based on the representation from the City that it would be paid if Agar completed the emergency work and repairs and payment would not be effected by the City's bankruptcy.
5. Agar's work was provided and paid for in the ordinary course of business and it provided new value in exchange for any payments made.

WHEREFORE, for the above stated reasons, the Claim of Agar should not be disallowed or expunged as requested by the Debtor.

/s/ John D. Mulvihill

By: John D. Mulvihill, (P35637)

Counsel for Agar

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August 23, 2016

**CERTIFICATE OF SERVICE**

The undersigned certifies that on August 23, 2016, I electronically filed the foregoing document with the Clerk of the Court by using the ECF system, which will automatically send notice of such filing to Counsel of Record.

**I DECLARE THAT THE FOREGOING STATEMENT IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION, KNOWLEDGE AND BELIEF.**

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